

## SCHEDULE A

Date: April 15, 2009

State of Idaho  
DEPARTMENT OF LANDS  
REQUEST FOR QUOTATIONS  
THIS IS NOT AN ORDER

Requisition Number 09-207

BIDS CLOSE: May 18, 2009

### IMPORTANT INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," bid by the "piece"; if we ask for it by the "foot," bid by the "foot," etc.

### IDAHO DEPARTMENT OF LANDS

To: These specifications were written by: 300 N 6<sup>th</sup> St. Ste 103, Boise, ID 83720-0050

Phone: (208) 334-0256

Destination: As per project description(s) and map(s)

### QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		<p>Forest Roadside Spray Contract No.09-207 per attached contract terms and project description(s) and map(s).</p> <p><u>Please sign and return this page with your bid(s).</u> Submit bid(s) on attached bid forms (Schedule A).</p> <p><b>FAXED</b> bids will not be accepted.</p> <p>I carry workers' compensation insurance and will furnish a certificate of coverage._____</p> <p>I do not carry workers' compensation insurance._____</p> <p>In what <u>State</u> is the bidder domiciled _____. In determining "<u>domicile</u>" the following "rule of thumb" will be used; <b>Corporation</b> -In what state is the Corporation chartered or incorporated. <b>Sole Proprietor or Partnership</b> - In what state is the permanent headquarters or business located. Failure to furnish information on state of domicile may result in rejection of bid.</p> <p><b>NOTICE:</b> See attached sheet for explanation of <b>Standard Bidder Information</b>.</p> <p><b>NOTICE:</b> These projects are roadside spray projects using herbicides. Contractors must have a valid Idaho Professional Applicator Pesticide License to be an eligible qualified bidder (see Schedule A).</p> <p><b>STATEMENT:</b> My bid on this solicitation is tendered on the basis that the total number of miles awarded to me will not exceed _____ miles.</p>		

Discounts will be accepted but cannot be used to determine the lowest bid.

We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made within \_\_\_\_\_ days from receipt of order.

Delivery requested As per project description(s).

Firm \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ email address: \_\_\_\_\_

Phone \_\_\_\_\_ FAX \_\_\_\_\_

### Mail your bids to:

Idaho Department of Lands  
300 N 6<sup>th</sup> St. Ste 103  
P.O. Box 83720  
Boise, Idaho 83720-0050

Signed by \_\_\_\_\_

Page Left Blank for Two Sided Printing

**ATTACHMENT 1  
BIDDING SCHEDULE A  
CONTRACT NO. 09-207  
FOREST ROADSIDE SPRAY CONTRACT**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	NUMBER OF MILES	PRICE PER MILE	TOTAL EXTENDED AMOUNT
KOOTENAI VALLEY Contract No. 09-207-210056	KV Weed Spraying 2009 FM #21-056-228-06	45	\$	\$
			\$	\$

The road mile rate is for treating both sides of the road, the running surface where needed and vegetative turnouts. Details are in the project description.

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER Mile** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for bid award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

APPLICATION NAME	IDAHO STATE PROFESSIONAL APPLICATOR LICENSE NUMBER

CONTRACTOR'S COMPANY NAME: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_ EMAIL (if available) \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ TAX ID # \_\_\_\_\_

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

Page Left Blank for Two Sided Printing

## FOREST ROADSIDE SPRAY CONTRACT

### CONTRACT NO. 09-207

#### Bid Return Mailing Information

Please return bid proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your bid.

Bid proposals must be received at the Directors office in Boise by 3:00 pm local time on the closing date.

Your Return address

SEALED PROPOSAL FOR  
**CONTRACT NO. 09-207**  
CLOSING DATE  
**May 18, 2009**

STATE OF IDAHO  
DEPARTMENT OF LANDS  
300 N 6<sup>th</sup> St. Ste 103  
BOISE, ID 83702

**For Federal Express or Postal Express mail to:**

Idaho Department of Lands,  
300 N. 6<sup>th</sup> Street - Ste 103  
Boise, Idaho 83702  
Phone: 208-334-0200

**Please note on the envelope:**

**SEALED BID PROPOSAL FOR CONTRACT NO. 09-207**

Page Left Blank for Two Sided Printing

# **IDAHO DEPARTMENT OF LANDS**

## **STANDARD BIDDER INFORMATION**

### **ADDENDA**

It will be the bidder's responsibility to check for any addenda prior to submitting a bid, proposal, or quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or proposal or if failure to give such information would be prejudicial to uninformed bidders.

### **BURDEN OF PROOF**

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

### **ORAL INFORMATION**

The State will not be responsible for any verbal or oral information regarding a bid.

### **BIDDER DISQUALIFICATION AND AWARD INFORMATION**

The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder or offerer. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful bidders must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a bidder or offerer to promptly supply information in connection with such a bid is reason for disqualification. Except as otherwise provided by law, information furnished by the bidder or offerer pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the bidder or offerer. Disqualification of a "lower price bid" may be pursued when a bidder's reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bid prices are considerably below department estimates and the other bid prices. The Purchasing/Contracts Agent will contact the bidder and request that they disqualify themselves by withdrawing in writing. If the bidder refuses to withdraw, the Purchasing/ Contracts Agent may notify the bidder in writing that we will not offer them a contract and proceed with an award to the next responsible bidder.

### **PARTNERSHIPS**

Contractors bidding as partners must furnish the Department the name of the partnership, names of the partners, and the partnership's Federal taxpayer I.D number. All payments will be made to the partnership.

### **INTERNAL REVENUE SERVICES REPORTING REQUIREMENT**

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

### **PUBLIC RECORDS**

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

## **WORKERS COMPENSATION INSURANCE**

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate he does not carry worker's compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the bid evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Bidder #1 bid total = \$8,000.00  
Bidder does not provide worker's compensation

Bidder #2 bid total = \$9,000.00  
Bidder provides worker's compensation

The following procedure will be used to evaluate the bid without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Bid price times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to bid price.

<u>Bidder #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus bid amount	+8,000.00
			Total bid price	\$9,674.00

Bidder #2 would be the successful bidder and furnish a certificate to the Department.

## **PREFERENCES**

Section 67-2349, Idaho Code, requires application of a preference in determining which bidder submitted the lowest responsible bid. If the bidder who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled bidders, then the State must apply a preference. The penalty applied to out-of-state bidders competing against Idaho bidders is determined by the penalty applied by the bidder's domiciliary state to its out-of-state bidders.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

## **REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION**

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid or proposal or any and all bids or proposals when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a bidder is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered



deviates to a major degree from the bid specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provide a bidder an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids, proposals, or quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the bid process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

### **BID AWARD PROCEDURES**

For contracts with a total solicitation value of \$75,000 or less, the State will mail a contract award to the successful bidder(s) within five (5) working days following the bid closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all bidders within five (5) working days following the bid closure, by mail and/or fax, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful bidder(s).

Bidders to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all bidder's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low bidder.

### **ADMINISTRATIVE APPEALS**

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

Page Left Blank for Two Sided Printing

**STATE OF IDAHO**  
**DEPARTMENT OF LANDS**



**FOREST ROADSIDE SPRAY**

**CONTRACT NO. 09-207**



## Table of Contents

<b>DIVISION A – GENERAL SPECIFICATIONS</b>	1
1. DEFINITIONS, TERMS AND ABBREVIATIONS	1
2. CONTRACT RELATIONSHIP	1
3. CONTRACTOR RESPONSIBILITY	2
4. SUBCONTRACTING	2
5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE	2
6. TAXES	2
7. LICENSES, PERMITS & FEES	2
8. STATE OF IDAHO MINIMUM WAGE LAW	2
9. AFFIDAVIT OF COMPLIANCE	3
10. SAVE HARMLESS	3
11. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE	3
12. RISK OF LOSS	3
13. ASSIGNMENTS	3
14. PROHIBITED CONTRACTS	3
15. GOVERNMENT REGULATIONS	4
16. SAFETY INFORMATION	4
17. USE OF THE STATE OF IDAHO NAME	4
18. APPROPRIATION BY LEGISLATURE REQUIRED	4
19. FORCE MAJEURE	4
20. GOVERNING LAW	5
21. ENTIRE AGREEMENT	5
22. MODIFICATION	5
<b>DIVISION B – SPECIAL TERMS AND CONDITIONS</b>	5
1. INSURANCE REQUIREMENTS	5
2. PERFORMANCE BOND	6
3. CONTRACT PERIOD	6
4. WORK PROGRESS AND CONTRACT PERFORMANCE	7
5. CONTRACT TERMINATION	7
6. ITEMS TO BE FURNISHED BY THE CONTRACTOR	8
7. ITEMS TO BE FURNISHED BY THE STATE	8
8. TRASH CLEANUP	8
9. CAMPING ON STATE LAND	8
10. FIRE RESPONSIBILITY	8

11. CONTRACT ADMINISTRATION ..... 8

12. PAYMENT ..... 9

**DIVISION C – TECHNICAL SPECIFICATIONS ..... 9**

1. HERBICIDE SPECIFICATIONS ..... 9

2. HERBICIDE SPRAY APPLICATION..... 9

3. APPLICATION AND SPRAY SYSTEM REQUIREMENTS ..... 9

4. PERSONNEL ..... 9

5. CHEMICAL SPILLAGE ..... 9

6. SIGNATURE ..... 10

Schedule A.....Attachment 1

Project Descriptions and Maps.....Attached

STATE OF IDAHO  
DEPARTMENT OF LANDS

FOREST ROADSIDE SPRAY CONTRACT  
CONTRACT NO. 09-207

**DIVISION A – GENERAL SPECIFICATIONS**

1. DEFINITIONS, TERMS AND ABBREVIATIONS

- a. Attachments: The attached project descriptions, maps, and other labeled references are part of this contract, and any special terms therein are binding upon all parties.
- b. State, Department of Lands, IDL: Acceptable and legal references to the Idaho Department of Lands, for the purposes of this contract.
- c. Contract Supervisor: The designated Idaho Department of Lands representative who will provide on-the-ground administration of this contract.
- d. Contractor's Representative: The Contractor's representative authorized in writing to act on the Contractor's behalf.
- e. Purchasing/Contract Agent: The contracting officer for the Idaho Department of Lands.
- f. Crew: May be one or more individuals performing work under this contract.
- g. Services: Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- h. Buffer Zone or Buffer Strip: An untreated leave strip; no treatment (herbicide application) required.
- i. Mile: The distance(s), for the purpose of this contract are listed as two way treatments, i.e. both sides of the roadway treated.
- j. Schedule A: The attached bidding schedule, which will become a part of this contract, is the basis of pricing for all work to be accomplished under this contract.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services which are to be provided by Contractor under this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

7. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

8. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.



9. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

10. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

11. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

12. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

13. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

14. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

15. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

16. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies (including chemicals).
- b. In order to protect life and health and to prevent damage in the performance of the contract, the Contractor and his employees will use due diligence in preventing accidents. The Contractor will maintain a record of all cases of death, injury, or disease arising out of, or in the course of employment on, work under this contract. The record will be available upon call of the Idaho Department of Lands. Duplicate accident records shall not be necessary if reporting is already a State of Idaho requirement.
- c. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

17. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

18. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

19. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

20. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

21. ENTIRE AGREEMENT

This contract, with the State's Invitation to Bid, Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

22. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**DIVISION B – SPECIAL TERMS AND CONDITIONS**

1. INSURANCE REQUIREMENTS

- a. The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance. The Contractor shall furnish the Department of Lands with a certificate of insurance executed by a duly authorized representative of the insurer(s), showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary and any insurance carried by the State of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor. All policies shall be endorsed to include the State of Idaho, its departments, agents, officials, and employees as additional insured's and shall protect the Contractor and the State from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests. All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Department of Lands to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract.

(1) Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The policy shall provide coverage for bodily injury and property damage arising from the transportation, storage, handling or application of chemical herbicide agents as specified in this contract. Chemical liability coverage shall not be less than \$300,000 combined single limit per occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and

shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

(2) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$500,000 combined single limit per occurrence and shall include coverage for all owned, non-owned, and hired vehicles used in the performance of services under this contract.

- (b) By requiring insurance herein, the Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to the State in this contract.
- (c) The Contractor shall maintain worker's compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. Contractor shall furnish the Department of Lands with a certificate of insurance evidencing such coverage. If the Contractor does not have employees and is not otherwise required to carry worker's compensation insurance under the laws of the State of Idaho, the Department of Lands will furnish worker's compensation insurance for work done under this contract. The cost to the Department of Lands for furnishing such worker's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.
- (d) The Contractor shall require all subcontractors utilized in performance of this contract to provide certificates of insurance to the Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

## 2. PERFORMANCE BOND

A performance bond in the amount of ten percent (10%) of the total contract price, or five hundred dollars (\$500.00), whichever is greater, will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

- a. Ten percent (10%) of the total contract price, or five hundred dollars (\$500.00), whichever is greater, in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, bidders may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.
- b. The bond will be refunded to the Contractor upon satisfactory completion of all contract requirements and upon receipt of an Affidavit of Compliance as stipulated in Division A, paragraph 9.

## 3. CONTRACT PERIOD

- a. The contract period is specified in the attached Project Description.
- b. The Contractor and the State will develop a mutually agreeable tentative schedule of herbicide application, within the contract period, for the attached project.

- c. The Contractor agrees to start herbicide application on the project based on the dates set forth in the Project Description, upon receipt of at least three (3) days advance notice from the Contract Supervisor.
- d. Once the Contractor starts herbicide application on the attached project, said operation will be carried out continuously, unless directed otherwise by the Contract Supervisor.
- e. In the event it becomes impossible, as determined by the Contract Supervisor, to undertake the herbicide spraying project due to weather or other conditions, the contract will be cancelled and the Contractor's bond refunded.

#### 4. WORK PROGRESS AND CONTRACT PERFORMANCE

Before starting work, the Contractor and the Contract Supervisor shall hold a prework conference.

#### 5. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
  - (1) Failure of the Contractor to perform any of the provisions of this contract.
  - (2) Failure of the Contractor to correct unsatisfactory performance or work within 48 hours after it has been brought to his attention, or as soon thereafter as determined practicable by the Contract Supervisor.
  - (3) Failure of the Contractor to make satisfactory progress in order to complete the work within the contract period.
  - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
  - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
  - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
  - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.

- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

6. ITEMS TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish all labor, equipment, and materials necessary to complete the project work.

7. ITEMS TO BE FURNISHED BY THE STATE

The State will provide copies of State Administrative maps, project maps of the contract area.

8. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

9. CAMPING ON STATE LAND

Contractor personnel may camp on State land during the contract period with written approval from the Department of Lands. Such camping will be at the Contractor's own risk. Any camps will be made in accordance with the conditions set forth by the Idaho Department of Lands supervisory area and must be in compliance with State Land Board rules and regulations for fire prevention.

10. FIRE RESPONSIBILITY

- a. The Contractor will adhere to State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the prework conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

11. CONTRACT ADMINISTRATION

- a. The Contract Supervisor has the following authority in addition to that delegated to him in other portions of this contract.
  - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
  - (2) Make recommendations for payment.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.

## 12. PAYMENT

- a. Payment will be made upon satisfactory completion of the contract, receipt of the contractor's invoice, the Affidavit of Compliance specified in Division A, paragraph 9; and any other items required by this contract necessary for the State to make payment.
- b. Should the project area remain only partially completed through no fault of the Contractor, payment will be made for acceptably treated areas of the contract.

## DIVISION C – TECHNICAL SPECIFICATIONS

### 1. HERBICIDE SPECIFICATIONS

Herbicides to be used and rate of application are specified in the attached project description(s).

### 2. HERBICIDE SPRAY APPLICATION

All chemical applications will be made in compliance with, but not limited to, the Idaho Forest Practices Act; Idaho Administrative Code; IDAPA 02, Title 03, Chapter 03; Idaho Statute, Title 22, Chapter 34, Idaho Code; the Idaho Department of Agriculture Pesticide Law Rules and Regulations, all applicable Environmental Protection Agency rules and regulations, and as per the manufacturer's label.

### 3. APPLICATION AND SPRAY SYSTEM REQUIREMENTS

- a. The Contractor shall supply all equipment needed to accomplish the work set forth in this contract.
- b. The Contract Supervisor will inspect and approve all spraying, mixing, and other support equipment prior to use.

### 4. PERSONNEL

- a. Contractor shall furnish experienced, properly licensed personnel for transporting, mixing, and applying herbicides to the project area.
- b. A list of potential applicators and their Idaho applicator's license number must be submitted with the bid. All applicators working on the project must be properly licensed and approved by the Contract Supervisor prior to beginning herbicide application.
- c. The Contract Supervisor reserves the right to bar from work on the project any Contractor personnel who, in the opinion of the Contract Supervisor, violated contract terms or is unsafe or otherwise unsatisfactory.

### 5. CHEMICAL SPILLAGE

The Contractor will be responsible for keeping chemical spillage cleaned up during and after completion of the project. This includes, but is not limited to, spillage associated with chemical transportation or loading operations.

- a. The Contractor shall notify the Contract Supervisor of any spilled chemical and take immediate action to contain, neutralize, or isolate spilled chemicals as directed by the chemical manufacturer's instructions and all applicable State and Federal laws, rules and regulations.

- b. If the Contractor fails to promptly or adequately clean up any chemical spills, the Idaho Department of Lands may take whatever action is deemed necessary to contain, neutralize, or isolate the spillage. The Idaho Department of Lands will have the option of either billing the Contractor directly for the costs incurred in abating the spillage, deducting costs from the contract payment, deducting the costs from the Contractor's bond, or any combination of these methods.

6. SIGNATURE

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed effective this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By\_\_\_\_\_

By\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Contractor's Social Security  
or Employer Number

\_\_\_\_\_  
Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

\_\_\_\_\_

\_\_\_\_\_ email if available



**CONTRACT NO. 09-207**

**FOREST ROADSIDE SPRAY CONTRACT  
PROJECT DESCRIPTION**

**PROJECT NAME:** KV Weed Spraying 2009

**PROJECT NO:** 21-056-228-06

**SUPERVISORY AREA:** Kootenai Valley

**PROJECT AREA:** Approximately 45 miles

**PROJECT LOCATION:**

This weed spraying contract includes roads in the northern part of the Kootenai Valley Area. Secondary and spur roads in the Smith Lake, Port Hill, Mission, Paradise, Twenty Mile, Trail Creek, Katka Face, and Curley Creek areas are scheduled to be sprayed. The following is a legal description of roads to be sprayed. See attached map for treatment locations.

SUBDIVISION	SECTION	TOWNSHIP	RANGE
Pts.	36	63N	1E
Pts.	16	65N	1W
Pts.	16	62N	1E
Pts.	36	62N	1E
Pts.	27,28	61N	1E
Pts.	2,4,7,8,10,14,16,18	60N	1E
Pts.	22,23	62N	2E
Pts.	10,16	62N	3E

**TREATMENT TYPE:**

This project will spray roads for brush and noxious weed control. Spraying will minimize the spread of noxious weed seed and help maintain road access for forest management through brush control. Spray swath width along roadsides will be 16.5 feet each side with the center of the road treated as needed.

**CONTRACT PERIOD:**

Contract work may commence after the contractor has received a signed copy of the contract and has had a pre-work conference with the Contract supervisor. The contract will remain in effect for one year unless it is terminated prior to that time. Any modifications to the contract will require written agreement by the contractor and the State.

**CONTRACT PAYMENT:**

Payment will be made at the rate set forth in Schedule A attached hereto. Payment will not be made until after July 1, 2009.

**SCOPE OF WORK:**

This project consists of furnishing labor, materials, and equipment (fully operated and maintained) to implement a noxious weed and brush control program on various areas throughout the Idaho Department of Lands ownership within the Kootenai Valley Supervisory Area. Roadsides will be sprayed with a mixture of Tordon, Transline, Escort, and 2-4-D to kill brush and noxious weeds. Application rates will follow the label recommendations for targeted noxious weeds and brush. A surfactant will be used with all mixtures. Chemicals will be provided by the State.

Road miles will be determined by a method approved by the State. The State may use a GPS to determine miles sprayed, vehicle odometer or other approved methods may be used to determine miles.

**CONTRACT REQUIREMENTS:**

The contractor must be able to respond to a "Notice to Spray" from the Contract Supervisor within three days of the initial notification.

The contractor shall supply all equipment and labor needed to accomplish the work set forth in this contract. This may include ATV's or backpack pumps that will be used to access areas closed by earthen berms.

The contractor shall be responsible for the cleanup and disposal of any chemical spills to the satisfaction of the appropriate regulatory authority.

Prior to each application, the contractor shall contact the Contract Supervisor to discuss the area to be treated and the method of application.

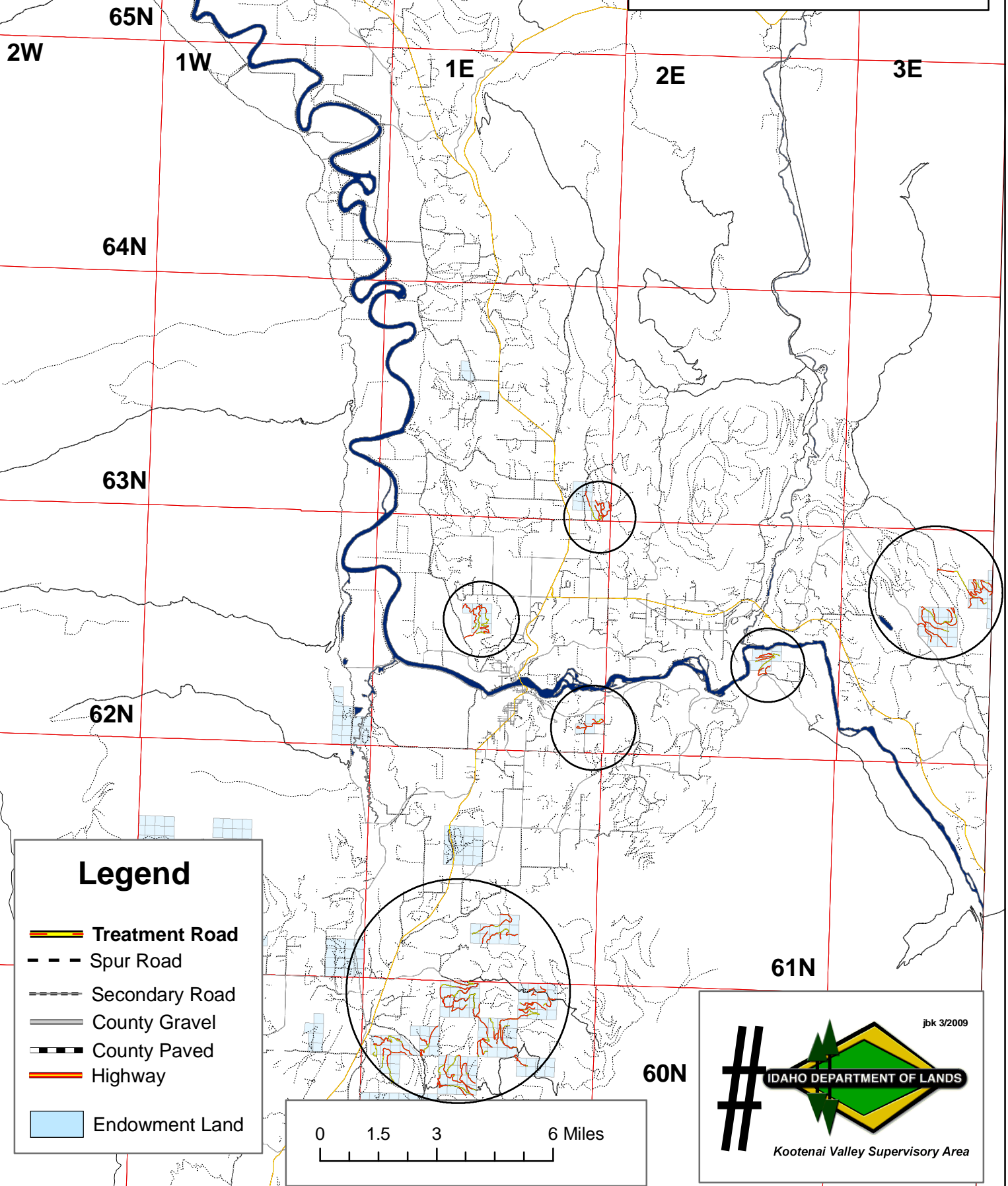
The contractor will be required to maintain a daily spray log. The contractor will be required to submit copies of the daily spray log as backup documentation for all invoices submitted to the State for payment.

**FURTHER INFORMATION:**

Further information will be available by contracting the following address:

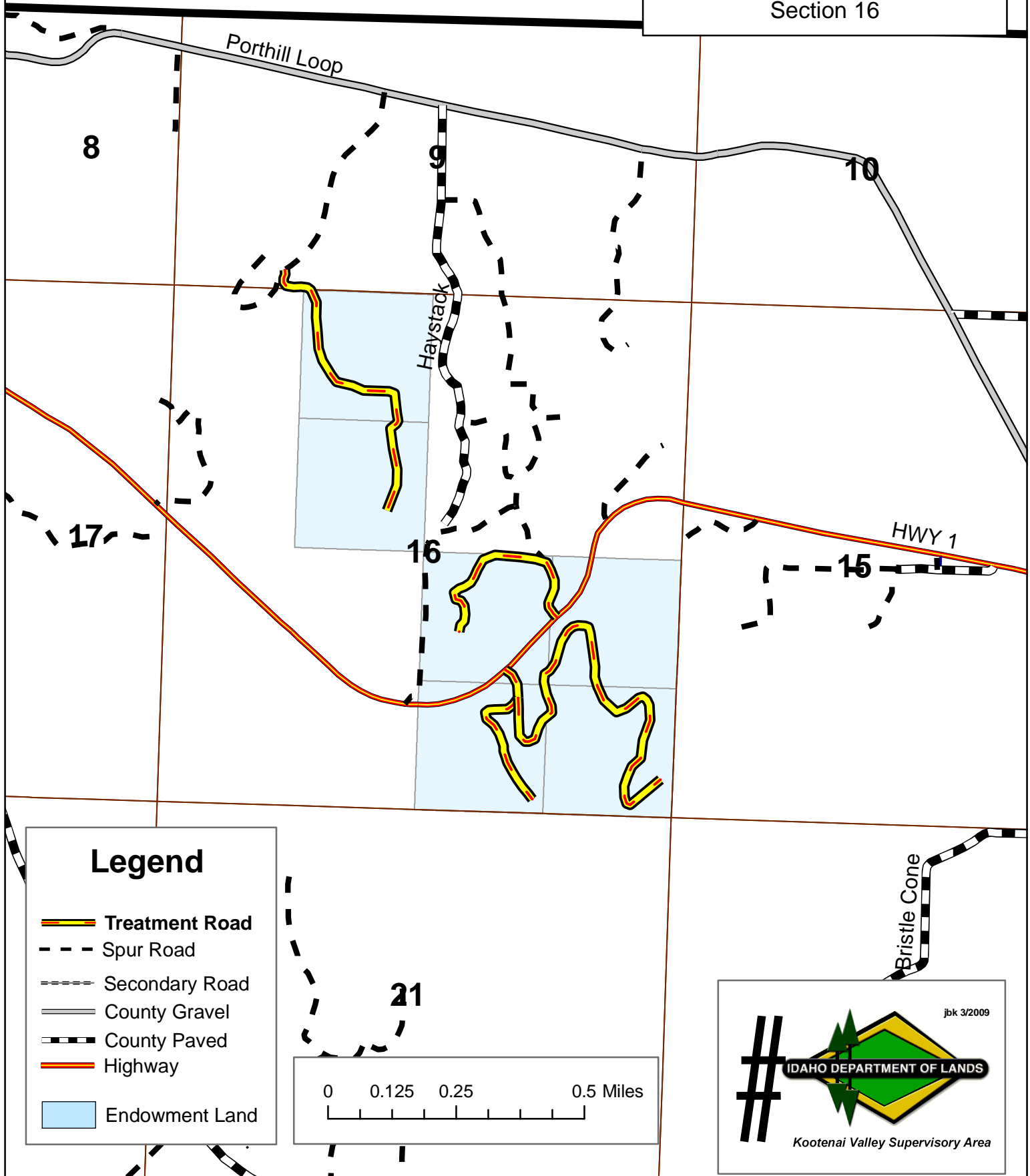
Idaho Department of Lands  
Kootenai Valley Supervisory Area  
6327 Main Street  
Bonners Ferry, ID 83805  
(208) 267-5577  
Area Contact: Jim Kibler

Kootenai Valley Weed Spraying  
Vicinity Map  
CONTRACT NO. 09-207  
21-056-228-06









# CANADA

Kootenai Valley Weed Spraying  
Port Hill Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 65N Range 1W  
Section 16



Kootenai Valley Weed Spraying  
Smith Lake Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 63N Range 1E  
Section 36

## Legend

-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway

 Endowment Land

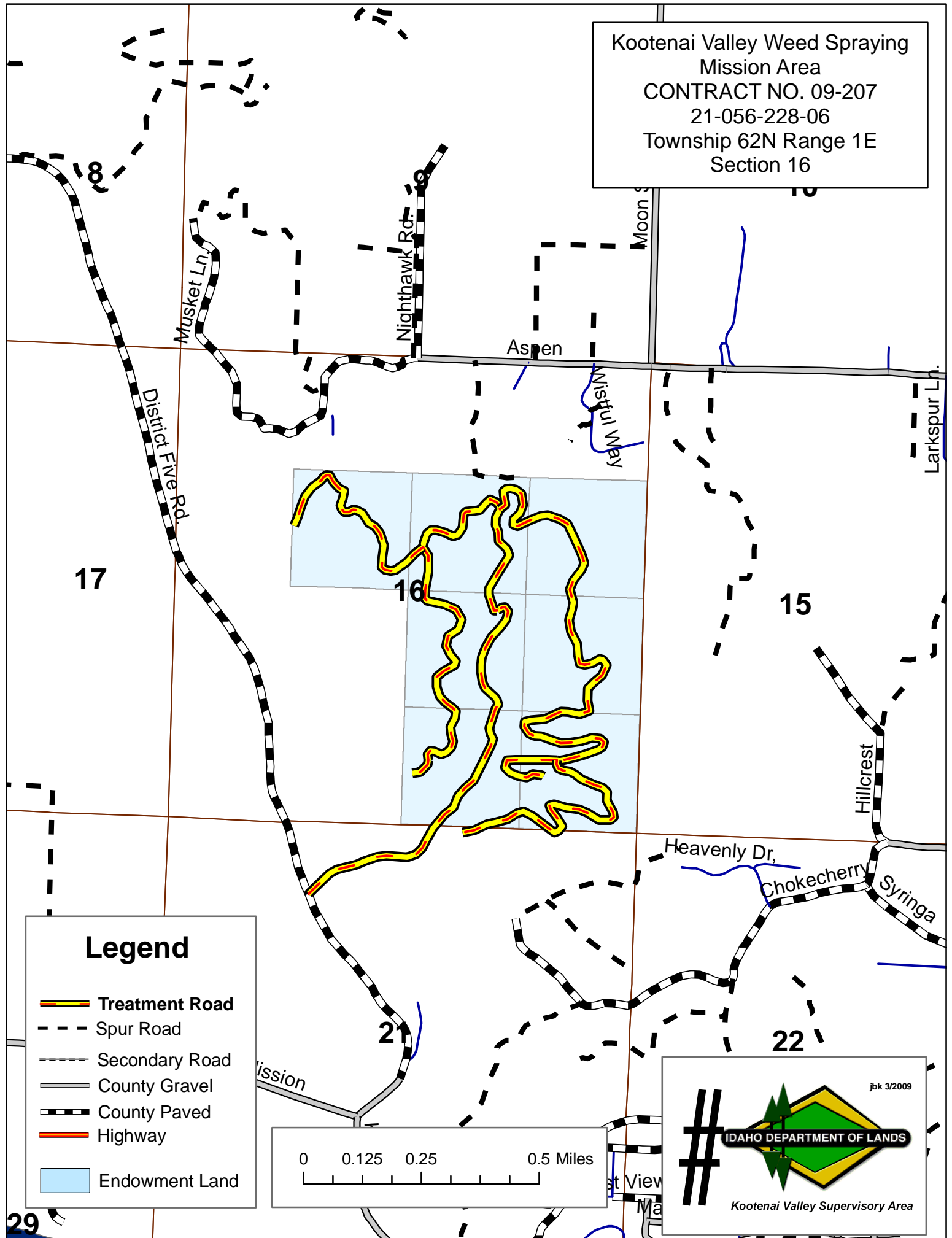
0 0.125 0.25 0.5 Miles

60N








61N



Kootenai Valley Weed Spraying  
Mission Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 62N Range 1E  
Section 16



## Legend

-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway
-  Endowment Land

0 0.125 0.25 0.5 Miles



Kootenai Valley Weed Spraying  
Curley Creek Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 62N Range 3E  
Section 10,16

Perkins Lake Rd

72-6-3-0-3-1.4

72-6-3-0-3-1.5

17

16

15

Old Highway Two Loop








21

Wheeler Farm

Colt

Hewett Rd.

## Legend

-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway
-  Endowment Land

0 0.15 0.3 0.6 Miles



IDAHO DEPARTMENT OF LANDS

Kootenai Valley Supervisory Area

jbk 3/2009

Kootenai Valley Weed Spraying  
Katka Face Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 62N Range 2E  
Section 22,23

15

14

13

Twin Rivers Rd.

Tall Timber

Branch Ln.

Roosevelt








22

23

24

26

## Legend

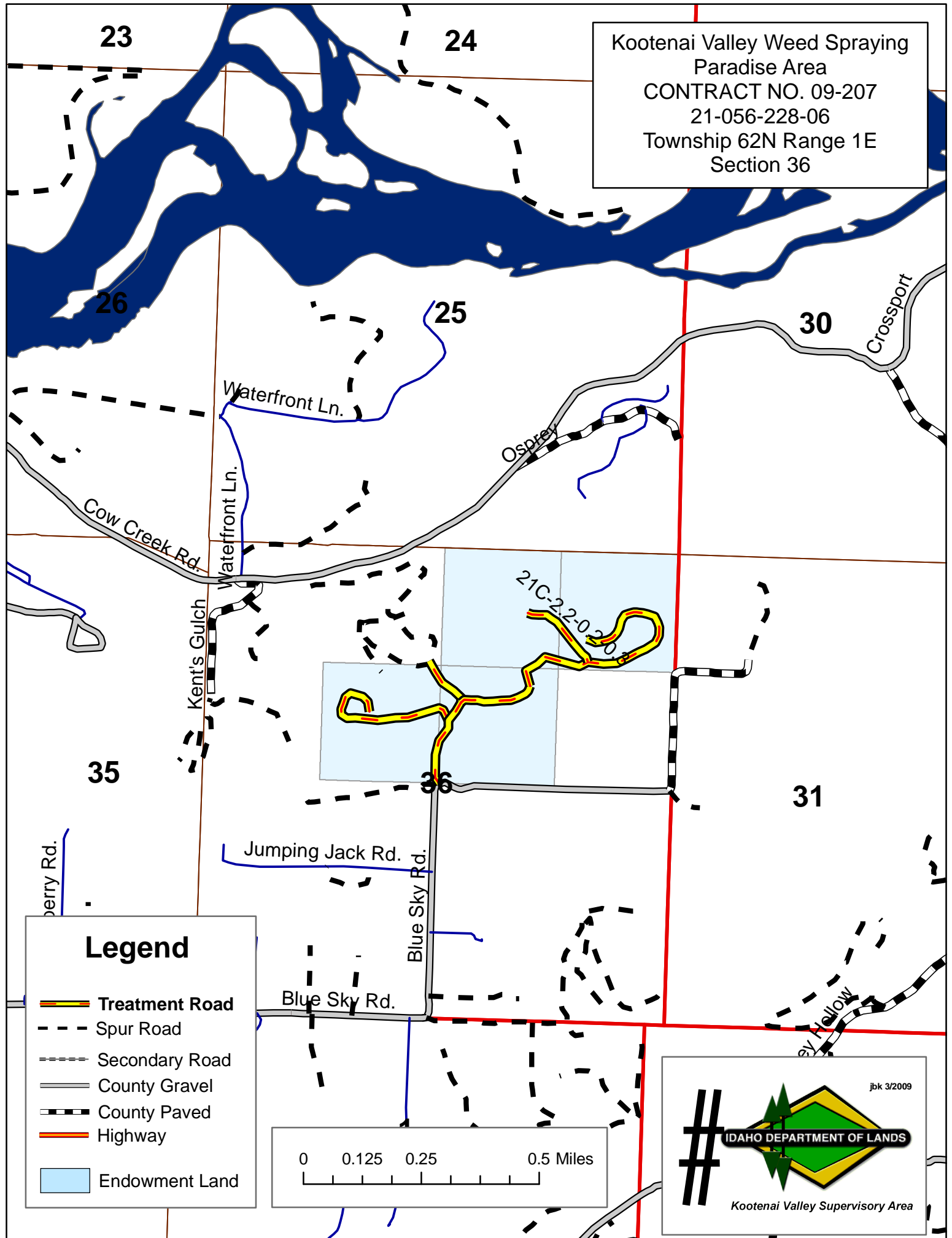
-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway
-  Endowment Land

0 0.125 0.25 0.5 Miles





Kootenai Valley Weed Spraying  
Paradise Area  
CONTRACT NO. 09-207  
21-056-228-06  
Township 62N Range 1E  
Section 36



**Legend**

- Treatment Road
- Spur Road
- Secondary Road
- County Gravel
- County Paved
- Highway
- Endowment Land

0 0.125 0.25 0.5 Miles

#

IDAHO DEPARTMENT OF LANDS








Kootenai Valley Supervisory Area

jbk 3/2009

Kootenai Valley Weed Spraying  
Twenty Mile Area  
CONTRACT NO. 09-207  
21-056-228-06

Township 61N Range 1E  
Section 27,28  
Township 60N Range 1E  
Section 2,4

## Legend

-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway
-  Endowment Land

0 0.35 0.7 1.4 Miles

61N

60N

IDAHO DEPARTMENT OF LANDS

Kootenai Valley Supervisory Area








Kootenai Valley Weed Spraying  
Trail Creek Area  
CONTRACT NO. 09-207  
21-056-228-06

Township 60N Range 1E  
Section 2,7,8,10,14,16,18

61N

60N

## Legend

-  Treatment Road
-  Spur Road
-  Secondary Road
-  County Gravel
-  County Paved
-  Highway
-  Endowment Land

0 0.35 0.7 1.4 Miles

